

GENERAL TERMS AND CONDITIONS OF SÜLZLE KOPF GMBH - DIVISION ANLAGENBAU

01 | AREA OF APPLICATION

The General Terms and Conditions below are an integral part of all contracts of Sülzle Kopf GmbH for the delivery of goods, the performance of services, and the creation of work products, and for all current and future contractual relationships. General terms and conditions of the customer shall only apply if they have been agreed to explicitly in printed or electronic form (Section 126a, BGB - German Civil Code) by Sülzle Kopf GmbH. If Sülzle Kopf GmbH remains silent about general terms and conditions sent by the customer, this is not deemed to be an acceptance.

02 | CONCLUSION OF CONTRACT

- 01 All offers of Sülzle Kopf GmbH are non-binding and are valid for 6 months, unless something else has been agreed. The right is reserved to make technical changes if they are deemed reasonable for the customer. The offers are only binding for Sülzle Kopf GmbH if they have been explicitly designated as such. Otherwise they are deemed to be an invitation to tender offers. In these cases the written confirmation of an order by Sülzle Kopf GmbH is required for a contract to come into effect.
- 02 The customer is bound to its orders for two weeks. Sülzle Kopf GmbH can accept contract offers of the customer within two weeks of receipt, either in writing, by dispatching the goods, by performing the service or by creating the work product.
- 03 Each contract is concluded under the condition of the correct and on-time deliveries by the suppliers of Sülzle Kopf GmbH, provided that Sülzle Kopf GmbH is not responsible itself for the non-delivery or incomplete delivery. Sülzle Kopf GmbH is obliged to notify the customer immediately if it does not provide the goods on time and to compensate any counter-services already performed by the customer, provided that Sülzle itself is released from its obligation to perform.
- 04 The goods or work products to be supplied by Sülzle Kopf GmbH will have standard characteristics and average quality, provided nothing else has been explicitly agreed in writing. Any other verbal or written promotion or advertising statements, as well as any other statements, do not represent an assurance or a guarantee of the quality characteristics of the goods, service or work product.
- 05 All the quantities stated in the customer's order are approximate. Surplus or short deliveries by Sülzle Kopf GmbH do not represent a defect or contract violation, but merely lead to an adjustment of the purchase price according to the quantity actually delivered, unless the quantity ordered by the customer is explicitly agreed to be a fixed quantity or if the surplus or short delivery is unreasonable for the customer.
- 06 Changes to the construction or shape concerning the ordered goods or work product remain reserved if the goods or the work product is not changed considerably and the changes are reasonable for the customer.

03 | PRICES

- 01 All prices quoted by Sülzle Kopf GmbH are net prices and are valid excluding the respectively valid VAT rate, ex works or warehouse.

- 02 On top of this come the costs for packaging and any necessary assembly work, which are done at the prices valid at the time the work is performed. If more than two months have passed since the order confirmation and dispatch, Sülzle Kopf GmbH is permitted to charge the valid daily price.
- 03 If the prices of the sub-supplier increase for a service ordered from Sülzle Kopf GmbH at an agreed fixed price, Sülzle Kopf GmbH is permitted to also increase the fixed price in line with the higher supplier costs. A different provision only applies if this price adjustment is explicitly excluded in writing. In the event of price increases which are greater than 10%, the customer is entitled to a right of withdrawal from the contract within two weeks of the receipt of notification about the price increase.
- 04 The prices of Sülzle Kopf GmbH are due immediately and payable two weeks after the invoice date and delivery: the key date is the day of receipt of the payment by Sülzle Kopf GmbH. Provided nothing else has been explicitly agreed in writing, payments are to be made directly to Sülzle Kopf GmbH without deduction. Payments to third parties only have a debt-releasing effect if the third parties in question have been authorized in writing by Sülzle Kopf GmbH for collection. If the payment is not made within the specified deadline, the customer is deemed to be in default of payment. During this payment default, the claim of Sülzle Kopf GmbH to compensation shall accrue interest at 8% above the base rate of interest. Sülzle Kopf GmbH reserves the right to provide evidence of, and claim, greater damage due to default.
- 05 Payment by bill of exchange is excluded.
- 06 The customer can only offset claims of Sülzle Kopf GmbH with legally established counter-claims which are not contested by Sülzle Kopf GmbH. The customer is only entitled to a right of retention if its counter-claim arises from the same contractual relationship with Sülzle Kopf GmbH. The offsetting or assertion of the right of retention due to any counter-claims of the buyer which are contested by Sülzle Kopf GmbH and have not been legally established is excluded. The assertion of a right of retention is also excluded if the counter-claims of the buyer are not based on the same contractual relationship.

04 | DELIVERY, DELIVERY PERIOD AND TRANSFER OF RISK

- 01 The customer is obliged to ensure that the transportation of the goods or work product to the place of delivery/installation is possible without hassles like the erection of systems using cranes or that the services ordered by the customer from Sülzle Kopf GmbH can be performed without fault.
- 02 Delivery and completion dates, as well as any other service performance dates, only apply if they have been agreed to in writing by Sülzle Kopf GmbH. If Sülzle Kopf GmbH is not able to observe the agreed delivery and other service dates, the customer has to grant Sülzle Kopf GmbH a suitable deadline of at least four weeks for the subsequent performance and can only assert rights from the contract after the expiry of this period of grace.
- 03 If the performance of the contract service by Sülzle Kopf GmbH is made impossible or considerably more difficult due to force majeure, official actions, site closure, strike or similar conditions, including those affecting the suppliers of Sülzle Kopf GmbH, then Sülzle Kopf GmbH is released from the obligation to provide delivery for the duration of the hindrance, as well as the after-effects, allowing the agreed delivery and completion dates to be correspondingly extended.
- 04 The place of performance for the service obligations of Sülzle Kopf GmbH is the company headquarters or originating warehouse of Sülzle Kopf GmbH; the buyer will be notified of this in the order confirmation. The buyer shall bear the costs for delivering the goods. These costs also include the taxes and customs duties, as well as similar expenses, incurred by the delivery.

- 05 The risk is transferred to the buyer at the latest upon the delivery to the freight forwarder or other carrier. This also applies in the event that Sülzle Kopf GmbH, as an exception, takes on the delivery costs in a separate agreement. If there are no particular instructions from the buyer, Sülzle Kopf GmbH is obliged to select a suitable freight forwarder.
- 06 Specified delivery times are only deemed to be approximate guidelines unless they have been explicitly designated as binding by Sülzle Kopf GmbH in the order confirmation. In the event of actions associated with labour disputes at sites operated by Sülzle Kopf GmbH or their sub-suppliers, in particular strikes and legal lock-outs, as well as unexpected events which are not the fault of Sülzle Kopf GmbH, any delivery dates are extended by the duration of the interruption to the business operations of Sülzle Kopf GmbH caused by the hindrance. The afore-mentioned conditions are not deemed to be the fault of Sülzle Kopf GmbH because they occurred during an existing delay, for example. The buyer will be notified of the start and end of any hindrances of this kind by Sülzle Kopf GmbH as quickly as possible.
- 07 If delivery dates are not explicitly designated as binding, Sülzle Kopf GmbH is deemed to be in default of delivery upon the receipt of a written request from the buyer, which can be sent at the earliest six weeks after the expiry of the delivery period. In the event of any delivery delay caused by minor negligence, the claim for compensation as per Section 280, para. 1 and 2, and Section 286 of the German Civil Code (BGB) is limited to 5% of the total price of the products which Sülzle Kopf GmbH is late in delivering.
- 08 Partial deliveries are permitted.
- 09 Sülzle Kopf GmbH reserves the right to change the exterior and configuration or technical details of the equipment of Sülzle Kopf GmbH if this reflects the state of the art.
- 10 If a software control system is included in the scope of delivery or service, this control system shall transfer to the ownership of the buyer along with the other parts of the overall system. All rights to the software, in particular the copyright-related rights of use and exploitation, remain with Sülzle Kopf GmbH, as long as they have not been explicitly granted to the buyer in these sales conditions or by another agreement. The buyer merely receives the restricted right to use the software, for the purpose and within the scope of the contract, according to a separate software licence agreement to be concluded.

05 | RESERVATION OF TITLE

- 01 The following agreed reservation of title serves to protect all current and future claims for contractual relationships between the parties.
- 02 The goods delivered by Sülzle Kopf GmbH to the buyer shall remain the property of Sülzle Kopf GmbH until the full payment of all secured claims. The goods, as well as the goods in their place, which are subject to the reservation of title according to the following provisions are hereinafter referred to as „reserved goods“.
- 03 The buyer shall protect the reserved goods, free of charge, for Sülzle Kopf GmbH.
- 04 The buyer is permitted to process and sell the reserved goods in a proper business transaction until a realisation case occurs (paragraph 9). Pledges and assignments as security are not permitted.
- 05 If the reserved goods are processed by the buyer, it is hereby agreed that the processing shall be done on behalf of and on the account of Sülzle Kopf GmbH as the producer, and that Sülzle Kopf GmbH shall acquire the ownership immediately; alternatively, if the processing is done using materials from several

different owners, or the value of the processed item is greater than the value of the reserved goods, Sülzle Kopf GmbH shall acquire the co-ownership (fractional ownership) of the new item according to the ratio of the value of the reserved goods to that of the newly created item. In the event that Sülzle Kopf GmbH should not acquire ownership in this manner, the buyer hereby assigns the future ownership, or the co-ownership according to the afore-mentioned ratio of the new item to Sülzle Kopf GmbH, as security. If the reserved goods are combined with other items to create a uniform item, or are inseparably mixed, and one of the other items is to be seen as the main item, Sülzle Kopf GmbH will, if the main item belongs to it, transfer to the buyer the co-ownership of the uniform item as per the ratio specified in clause 1.

- 06 In the event of a resale of the reserved goods, the buyer, by way of security, hereby assigns any claims against the acquiring party – or in the event of co-ownership by Sülzle Kopf GmbH of the reserved goods, the respective share of co-ownership – to Sülzle Kopf GmbH. The same applies to other claims which arise in place of the reserved goods or otherwise arise from the reserved goods, such as insurance claims or claims due to unauthorized actions in the event of loss or destruction. Sülzle Kopf GmbH hereby gives the buyer the revocable authorization to collect the claims assigned to Sülzle Kopf GmbH in its own name. Sülzle Kopf GmbH is only permitted to revoke this authorization to collect claims if a realisation case occurs.
- 07 If third parties access the reserved goods, in particular due to a pledging, the buyer shall provide notification of the ownership of Sülzle Kopf GmbH immediately and also inform Sülzle of this to allow it to assert its ownership rights. If the third party is not able to compensate Sülzle Kopf GmbH for the in-court or out-of-court costs incurred as a result, the buyer shall be liable to Sülzle Kopf GmbH for these costs.
- 08 Sülzle Kopf GmbH shall release the reserved goods, and any items or claims in their place, if their value exceeds the amount of the secured claims by more than 50%. The selection of the items to be released is the responsibility of Sülzle Kopf GmbH.
- 09 If Sülzle Kopf GmbH withdraws from the contract (realisation case) due to conduct of the buyer which is in violation of the contract, in particular a default in payment, it is permitted to demand the return of the reserved goods.

06 | NOTIFICATION OF DEFECTS, WARRANTY

- 01 The warranty period is one year from delivery or, if acceptance is necessary, from the acceptance.
- 02 The delivered objects are to be inspected immediately and carefully after delivery by the buyer or a third party chosen by the buyer. With regards to clear defects or other defects which could have been detected in the event of an immediate, careful inspection, the delivered objects are deemed to have been accepted by the buyer if Sülzle Kopf GmbH does not receive written notification of the defect within seven working days of delivery. With regards to other defects, the delivered items are deemed to have been approved by the buyer if the notification of defects is not received by Sülzle Kopf GmbH within seven working days of the time the defect is detected; if the buyer should have noticed the defect at an earlier time under normal usage, this earlier time applies as the start of the notification period. At the request of Sülzle Kopf GmbH, a delivery object subject to a complaint is to be sent back, carriage paid, to Sülzle Kopf GmbH. In the event of a justified notification of defect, Sülzle Kopf GmbH shall refund the costs for the best value form of shipment; however, this does not apply if the costs increase because the delivered item is located somewhere other than the place of intended usage.
- 03 In the event of material damage to the delivered objects, Sülzle Kopf GmbH is initially obliged and authorized to perform the rectification of the defect or replacement delivery, at its discretion, within a suitable period of time. In the event of failure, i.e. the inability, unreasonableness, rejection or unsuitable delay of the rectification of the defect or replacement delivery, the buyer can withdraw from the contract or suitably reduce the purchase price.

- 04 If a defect is due to the fault of Sülzle Kopf GmbH, the buyer can demand compensation according to the prerequisites in section §7.
- 05 In the event of defects to components of other manufacturers which Sülzle Kopf GmbH is unable to remove for licence or practical reasons, Sülzle Kopf GmbH will, at its discretion, assert warranty claims against the manufacturers and suppliers on the account of the buyer or assign the claims to the buyer. In the event of defects of this kind, warranty claims against Sülzle Kopf GmbH only exist, in line with the other prerequisites and according to these general delivery conditions, if the legal assertion of the afore-mentioned claims is unsuccessful or has no prospect of success, for example due to insolvency. During the legal dispute the limitation period for the affected warranty claims of the buyer against Sülzle Kopf GmbH shall be suspended.
- 06 The warranty is not applicable if the buyer alters the delivered item, or has it altered by a third party, without the approval of Sülzle Kopf GmbH, and this makes the defect rectification impossible or unreasonably more difficult. In any case the buyer has to bear the additional costs for the rectification of the defect caused by the alteration.
- 07 In an individual case, the delivery of used objects agreed with the buyer shall be done to the exclusion of any warranty for material defects.

07 | LIABILITY LIMITATIONS

- 01 Except for the violation of a key contractual obligation or a material contractual obligation in a way which endangers the purpose of the contract, or in the event of the assumption of a warranty, Sülzle Kopf GmbH is not liable for damage caused due to minor negligence.
- 02 In the following cases the liability of Sülzle Kopf GmbH is limited to the typical type of damage foreseeable for the contract:
 - a) In the event of a violation of key contractual obligations or material contractual obligations due to minor negligence in a way which endangers the purpose of the contract
 - b) In the event of a violation due to gross negligence by a simple vicarious agent (i.e. not a managing employee or executive committee) or
 - c) In the event of the assumption of a warranty, if Sülzle Kopf GmbH has not explicitly assumed in its own name a warranty with respect to the buyer concerning the characteristics of the goods.
- 03 In the cases stated in point 7.2, the liability of Sülzle Kopf GmbH is limited to three times the price of the affected goods, up to € 200,000, or in the event of pure property damage to twice the order value at this price, up to € 150,000.
- 04 Compensation claims of the buyer lapse, in cases stated in point 7.2, at the latest two years after the buyer obtains knowledge of the damage, or irrespective of this knowledge, at the latest three years after the damaging event. For claims due to defects of the goods, the period of limitation as per point 6.6 shall apply.
- 05 Points 7.1 to 7.4 also apply if only the type of goods is specified.
- 06 Except for cases where liability as per the Product Liability Act applies, i.e. in the event of loss of life, limb or health, for the assumption of a warranty about the characteristics of goods or the fraudulent failure to report

defects, the afore-mentioned liability restrictions apply to all compensation claims regardless of their legal grounds, including claims due to unauthorized actions.

- 07 The afore-mentioned liability restrictions also apply in the event of any compensation claims by the buyer against the employees of Sülzle Kopf GmbH or its agents.

08 | ASSEMBLY AND REPAIR CONDITIONS

- 01 If Sülzle Kopf GmbH also performs assembly or repair work according to the order confirmation, the following conditions also apply:
- 02 The start of work by Sülzle Kopf GmbH requires that the buyer has fully and properly performed all preliminary services as stated in the order confirmation. This applies in particular to excavation, foundation, construction and scaffolding work, including the supply and discharge lines required for the assembly or repair, according to the combination foundation plans provided by Sülzle Kopf GmbH with the order confirmation, or within a suitable period of time before the start of the work.
- 03 The transportation and unloading of assembly parts is not a regular part of the scope of services of Sülzle Kopf GmbH and is therefore to be performed by the buyer at its own expense. This also applies to the unpacking of the objects for assembly at the place of installation or assembly.
- 04 For the duration of the assembly, Sülzle Kopf GmbH shall provide the buyer with dry, heated and lockable premises as well as the energy required for the assembly or repair.
- 05 Ownership of exchanged parts shall be transferred to Sülzle Kopf GmbH. The offsetting of the residual value of the exchanged part is only done if this has been explicitly agreed in writing.
- 06 Provided nothing else has been agreed with the buyer, invoices shall be issued on the basis of the hours worked and the cost of materials. Sülzle Kopf GmbH can charge the daily rates for working, travel and waiting times valid on the day the service is performed. Furthermore, the buyer shall also bear the extra costs specified in the order confirmation such as the subsistence allowance, accommodation allowance and travel expenses.
- 07 If assembly or repair work is to be performed on a computer system, Sülzle Kopf GmbH is only obliged to begin its service once the buyer has backed up all the data which could be affected by this work on separate data media and has confirmed this back-up to the responsible employee of Sülzle Kopf GmbH in writing. If Sülzle Kopf GmbH requests a statement of this kind from the buyer, it has to be issued within one week; otherwise, the back-up is deemed to have been done.
- 08 Defect claims are initially limited to subsequent performance (rectification of defect or replacement delivery). While Sülzle Kopf GmbH is providing subsequent performance, the buyer has no right to withdraw from the contract for assembly or repair work, or to demand a suitable reduction of the remuneration, unless the rectification of the defect ultimately fails.

09 | LEASING- AND TESTSYSTEMS

- 01 The leasing agreements of Sülzle Kopf GmbH in force apply. Leasing agreements will be made available on request.

10 | OTHER

- 01** If individual provisions of these General Terms and Conditions are fully or partially invalid or void, this shall not affect the validity of the remaining provisions or the contracts concluded. The fully or partially invalid provision is to be replaced by a provision which comes as close as possible to the economic purpose of the invalid provision.
- 02 Order amendment or cancellation**
- If the buyer cancels an order accepted by Sülzle Kopf GmbH up to 4 weeks before the intended delivery deadline, or requests that the confirmed delivery deadline be postponed, and if Sülzle Kopf GmbH meets this desire for cancellation or amendment, Sülzle Kopf GmbH can demand lump-sum compensation amounting to 10% of the affected order value. A cancellation or order amendment less than four weeks before the intended delivery date is excluded.
- 03** For all legal relationships between Sülzle Kopf GmbH and the customer and German law and German language apply exclusively. In particular the application of the UN Convention on Contracts for the International Sale of Goods is excluded.
- 04** The exclusive jurisdiction for all direct or indirect disputes resulting from this legal relationship is established as the headquarter of Sülzle Kopf GmbH. However, Sülzle Kopf GmbH can also sue the other party in the courts of their general jurisdiction.